

EXHIBIT A



**Service of Process
Transmittal**

06/10/2020

CT Log Number 537769974

TO: Stephen Stallings
MCDERMOTT, INC.
757 N. Eldridge Parkway
Houston, TX 77079

RE: Process Served in Illinois

FOR: Chicago Bridge & Iron Company (Delaware) (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: GERALD MANSELL, PLTF. vs. CHICAGO BRIDGE & IRON, COMPANY, DFT.

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # 2020L005023

NATURE OF ACTION: Employee Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, Chicago, IL

DATE AND HOUR OF SERVICE: By Process Server on 06/10/2020 at 14:37

JURISDICTION SERVED : Illinois

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: CT has retained the current log, Retain Date: 06/10/2020, Expected Purge Date: 06/15/2020

Image SOP

Email Notification, MATACHA SAUL matacha.saul@mcdermott.com

Email Notification, Stephen Stallings Stephen.stallings@mcdermott.com

Email Notification, NATALYA GOOCH ngooch@mcdermott.com

Email Notification, Stacie Brownell sfbrownell@mcdermott.com

Email Notification, BARBARA WILLIAMS bwilliams2@mcdermott.com

SIGNED: C T Corporation System

ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

For Questions: 877-564-7529
MajorAccountTeam2@wolterskluwer.com



PROCESS SERVER DELIVERY DETAILS

Date: Wed, Jun 10, 2020

Server Name: Robert Fairbanks

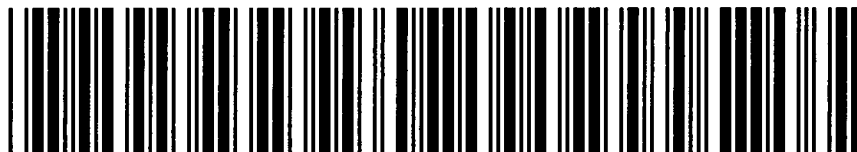
Location: Wheaton, IL-CHI

Entity Served CHICAGO BRIDGE & IRON COMPANY

Agent Name C T CORPORATION SYSTEM

Case Number 2020-L-005023

Jurisdiction IL-CHI



FILED
6/5/2020 3:24 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020L005023

9409695

2120 - Served
2220 - Not Served
2320 - Served By Mail
2420 - Served By Publication
Summons - Alias Summons

2121 - Served
2221 - Not Served
2321 - Served By Mail
2421 - Served By Publication

(08/01/18) CCG 0001 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Gerald Mansell

(Name all parties)

v.

Chicago Bridge & Iron Company

Case No. 2020-L-005023

☐ SUMMONS ☒ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance and pay the required fee **within thirty (30) days after service of this Summons**, not counting the day of service. To file your answer or appearance you need access to the internet. Please visit www.cookcountyclerkofcourt.org to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.

If you fail to do so, a judgment by default may be entered against you for the relief requested in the complaint.

To the Officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than thirty (30) days after its date.

Chicago Bridge & Iron Company

R/A: C T Corporation System

208 SO LaSalle St., Suite 814

Chicago, IL. 60604

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org

• **Summons - Alias Summons**

(08/01/18) CCG 0001 B

E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <http://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit <http://www.illinoiscourts.gov/FAQ/gethelp.asp>, or talk with your local circuit clerk's office.

Atty. No.: 43734

Witness: 6/5/2020

Atty Name: Megan Shannon

6/5/2020 3:24 PM DOROTHY BROWN

Atty. for: Plaintiff

DOROTHY BROWN, Clerk of Court

Address: 100 N. Riverside Plaza, Suite 2150

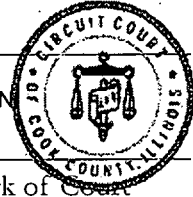
City: Chicago

Date of Service: _____
(To be inserted by officer on copy left with
Defendant or other person):

State: IL Zip: 60606

Telephone: 312-233-1550

Primary Email: mshannon@stephanzouras.com



Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org

CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

Richard J Daley Center
50 W Washington
Chicago, IL 60602

District 2 - Skokie
5600 Old Orchard Rd
Skokie, IL 60077

District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008

District 4 - Maywood
1500 Maybrook Ave
Maywood, IL 60153

District 5 - Bridgeview
10220 S 76th Ave
Bridgeview, IL 60455

District 6 - Markham
16501 S Kedzie Pkwy
Markham, IL 60428

Domestic Violence Court
555 W Harrison
Chicago, IL 60607

Juvenile Center Building
2245 W Ogden Ave, Rm 13
Chicago, IL 60602

Criminal Court Building
2650 S California Ave, Rm 526
Chicago, IL 60608

Daley Center Divisions/Departments

Civil Division
Richard J Daley Center
50 W Washington, Rm 601
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

Chancery Division
Richard J Daley Center
50 W Washington, Rm 802
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

Domestic Relations Division

Richard J Daley Center
50 W Washington, Rm 802
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

Civil Appeals

Richard J Daley Center
50 W Washington, Rm 801
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

Criminal Department

Richard J Daley Center
50 W Washington, Rm 1006
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

County Division

Richard J Daley Center
50 W Washington, Rm 1202
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

Probate Division

Richard J Daley Center
50 W Washington, Rm 1202
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

Law Division

Richard J Daley Center
50 W Washington, Rm 801
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

Traffic Division

Richard J Daley Center
50 W Washington, Lower Level
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org

9208603

GERALD MANSELL,

V.

Defendant.

JURY TRIAL DEMANDED

Plaintiff, Gerald Mansell, by and through his attorneys, complains of Defendant Chicago Bridge & Iron Company (“CBIC”), for violation of the Illinois Wage Payment and Collection Act (“IWPCA”), 820 ILCS §§ 115 *et seq.* and common law breach of contract. In support of this claim, Plaintiff states as follows:

1. Gerald Mansell (hereinafter “Plaintiff” or “Mansell”) seeks redress for Defendant’s violation of the Illinois Wage Payment and Collection Act, 820 ILCS §§ 115 *et seq.* for failure to pay his final compensation in the form of a guaranteed bonus payment.

2. Plaintiff worked for CBIC as a Project Manager from January 2013, until April 2017 with his primary assignment being the ARAMCO refinery in Jazan, Saudi Arabia (“ARAMCO Project”).

3. As part of Plaintiff's employment with Defendant, Plaintiff was guaranteed a bonus. CBIC incentivized Plaintiff and other key project team members with individually weighted bonuses based on their meaningful impact on project performance.

4. CBIC established a Project Personnel Incentive Plan that set forth a bonus percentage for each key team member (“Project Management Team Bonus” or “PMT Bonus”).

FILED DATE: 5/6/2020 5:02 PM 2020L005023

Bonus pay out would be calculated using each key team member's assigned bonus percentage from the project's overall success in completion. The PMT bonuses were to be paid upon completion of the project.

5. Despite its substantial completion, final completion of the ARAMCO Project was delayed by ARAMCO issues in early 2017. As a result, the overall advancement and completion of the ARAMCO Project was delayed until 2019.

6. By April of 2017, Plaintiff had substantially completed his work on the ARAMCO Project. Plaintiff subsequently retired with the understanding that his PMT bonus would be paid out upon completion.

7. Since that time, the ARAMCO Project was successfully completed and PMT bonuses were paid to ARAMCO Project team members, except for Plaintiff.

8. Plaintiff has contacted CBIC repeatedly regarding his PMT bonus, to no avail.

9. Accordingly, Defendant failed to pay Plaintiff his final compensation owed in violation of the IWPCA and common law breach of contract.

PARTIES

10. Plaintiff is a natural person and a citizen of the state of Illinois. At all times material, Plaintiff was an "employee" as defined by 820 ILCS 115/2.

11. Defendant, CBIC, is a Delaware corporation with an Illinois office that is registered to conduct business in the State of Illinois. At all times material, CBIC has been an "employer" as defined by 820 ILCS 115/2.

JURISDICTION AND VENUE

12. This Court has jurisdiction over Defendant pursuant to 735 ILCS 5/2-209 because it conducts business transactions in Illinois and is registered to conduct business in Illinois.

13. Venue is proper in Cook County because Defendant conducts business in Cook County.

FACTUAL BACKGROUND

14. Plaintiff began working for CBIC as a Project Manager in January 2013. Plaintiff's primary role was to manage, oversee, and facilitate the building of new ARAMCO facilities in Jazan, Saudi Arabia.

15. At CBIC, bonuses like the PMT bonus are only offered for projects of a certain magnitude and value. The ARAMCO Project met these qualifications for PMT bonuses.

16. As the ARAMCO Project progressed, CBIC introduced the PMT bonuses for certain key team member of the ARAMCO Project, including Plaintiff, to incentivize their performance.

17. In October of 2014, CBIC presented Plaintiff with documents signed by Cesar Canals – the President of CBIC Steel Plate Structures and Phillip Asherman – the President and CEO of CBIC, approving his scheduled PMT bonus. *See* PMT Bonus Documents attached as Exhibit 1.

18. However, in early 2017 the ARAMCO Project experienced budgetary and funding issues, specifically based on delays and repairs related to excessive settlement of the customer's foundations.

19. By April 2017, Plaintiff had substantially completed his work on the ARAMCO Project.

20. Plaintiff subsequently retired in April 2017, with the understanding that his guaranteed PMT bonus was already earned and would be paid out upon funding of the ARAMCO Project.

21. In late 2019, Plaintiff became aware that the ARAMCO project had been finalized, and PMT bonuses had been paid out.

22. However, Plaintiff has not received his guaranteed PMT bonus.

23. Upon information and belief, all other members of the ARAMCO Project who were guaranteed a PMT bonus have been paid their PMT bonuses.

24. On January 9, 2020 Plaintiff sent a formal letter regarding his PMT bonus to Cesar Canals, the President of CBIC Steel Plate Structures who had previously approved Plaintiff's PMT bonus. *See* Correspondence to Cesar Canals attached as Exhibit 2.

25. However, Mr. Canals and CBIC completely ignored Plaintiff's inquiry. On February 24, 2020, Plaintiff called Mr. Canals and left a message with his secretary.

26. Again, Mr. Canals and CBIC completely ignored Plaintiff's inquiry. Plaintiff called again on March 5, 2020 at which point Mr. Canals' secretary stated that Plaintiff should expect a call from CBIC's Corporate HR Manager, Thomas Feltes.

27. Yet again, CBIC ignored Plaintiff and failed to respond to his inquiry. On March 9, 2020 when it became apparent neither Mr. Canals nor Mr. Feltes were going to call, Plaintiff called Mr. Canals and left him another message.

28. On March 10, 2020 Mr. Feltes called Plaintiff and stated that Plaintiff would not receive a PMT bonus based on CBIC's policy that only employees who are employed at the time of payout receive bonuses, with the exception of executives.

29. As set forth above, CBIC guaranteed that Plaintiff would receive a PMT bonus in addition to his annual salary compensation, and that Plaintiff's retirement would not affect his guaranteed PMT bonus.

30. Crucially, CBIC did not condition the payout of PMT bonuses on continued employment with CBIC. In fact, at no point did CBIC indicate, through verbal communications or written documents, that an individual must remain employed by CBIC in order to receive their PMT bonus.

31. Plaintiff's PMT bonus was due upon completion of the ARAMCO Project.

32. Accordingly, Defendant failed to pay Plaintiff his final compensation owed in violation of the IWPCA and common law breach of contract.

**FIRST CAUSE OF ACTION
Violation of the IWPCA
(Failure to Pay Final Compensation)**

33. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

34. Under the IWPCA, "[p]ayments to separated employees shall be termed 'final compensation' and shall be defined as wages, salaries, earned commissions, earned bonuses, and the monetary equivalent of earned vacation and earned holidays, and any other compensation owed the employee by the employer pursuant to an employment contract or agreement between the 2 parties." 820 ILCS 115/2.

35. Defendant guaranteed Plaintiff a PMT bonus. *See* Exhibit 1.

36. The IWPCA requires employers to pay the final compensation of separated employees in full, at the time of separation, if possible, or as here, by a mutually agreed upon time. 820 ILCS 115/5.

37. Plaintiff's employment relationship with CBIC was terminated by mutual consent of the Parties.

38. Pursuant to Plaintiff's approved PMT bonus agreement, Defendant was to pay Plaintiff his PMT bonus upon completion of the ARAMCO Project. The ARAMCO Project was successfully completed in 2019.

39. As of the filing of this Complaint, Defendant has never paid Plaintiff his PMT bonus.

40. Defendant's failure to pay Plaintiff pursuant to the terms of the approved PMT bonus agreement constitutes a violation of the IWPCA.

**SECOND CAUSE OF ACTION
Common Law Breach of Contract**

41. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

42. Plaintiff and Defendant entered into an agreement as to plaintiff's PMT bonus in October 2014. *See* Exhibit 1.

43. Plaintiff performed his obligations under the agreement by executing his job duties to the substantial completion of the ARAMCO Project, ultimately resulting in the successful completion of the ARAMCO Project.

44. Defendant has since breached the agreement by failing to pay Plaintiff his PMT bonus upon completion of the ARAMCO Project.

45. Defendant's misleading and continuously deceptive conduct towards Plaintiff caused him to suffer actual damages of *at least* \$204,241.00.

46. Defendant's failure to pay Plaintiff's guaranteed PMT bonus constitutes a material breach of their October 2014 agreement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Gerald Mansell, by and through his attorneys, demands judgment against the Defendant and in favor of the Plaintiff, for a sum that will properly, adequately and

completely compensate Plaintiff for the nature, extent and duration of his damages, the costs of this action and as follows:

- A. Declare and find that the Defendant violated the IWPCA with respect to Count I;
- B. Declare and find that the Defendant is in breach of contract with respect to Count II;
- C. Award lost wages and compensatory damages owed in an amount according to proof;
- D. Award 2% compounding interest on all compensatory damages due;
- E. Award Plaintiff reasonable attorneys' fees and all costs, to be paid by Defendant, in accordance with the IWPCA;
- F. Grant leave to amend to add claims under applicable law; and
- G. For such further relief as the Court deems just and equitable.

JURY TRIAL

Plaintiff demands a trial by jury for all issues so triable.

Dated: May 6, 2020

Respectfully Submitted,

/s/ Ryan F. Stephan

Ryan F. Stephan
James B. Zouras
Megan E. Shannon
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, Illinois 60606
312.233.1550
312.233.1560 f
rstephan@stephanzouras.com
jzouras@stephanzouras.com
mshannon@stephanzouras.com

ATTORNEYS FOR PLAINTIFF

FILED DATE: 5/6/2020 5:02 PM 2020L005023

CERTIFICATE OF SERVICE

I, the attorney, hereby certify that on May 6, 2020, I electronically filed the attached with the Clerk of the Court using the electronic filing system which will send such filing to all attorneys of record.

/s/ Ryan F. Stephan

EXHIBIT 1

FILED
5/6/2020 5:02 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL

9208603

2020L005023

FILED DATE: 5/6/2020 5:02 PM 2020L005023

FILED DATE: 5/6/2020 5:02 PM 2020L005023

**InterCompany Memo****PERSONAL AND CONFIDENTIAL**

Date: October 22, 2014
To: Phil Asherman – President & CEO, CB&I
From: Cesar Canals – President, Steel Plate Structures
Reviewed: Luke Scorsone – Executive VP, Group President, Fabrication Services

Signature: 

Date: 10/23/2014

Reference: SPS Project Personnel Incentive Approval

Phil,

Per the CB&I Delegated Limits of Authority, we request your approval for the Steel Plate Structures Project Personnel Incentive Plans as listed in Table 1 of the Attachment. As we have several project bonus incentive plans pending approval, I believe it is expeditious to present these collectively, rather than individually.

This request is for preliminary plan approval for the listed projects. Attached are ten Preliminary Bonus Plan summary sheets detailing the parameters of the incentive plans and payment calculation method. The individual amounts shown in the actual pay out column represent estimated payment amounts of what is considered outstanding performance. The final payment amounts will vary based on project team changes, individual assignment duration, individual contributions, and final project results.

This incentive is a results-based, bonus program for selected project team members whose individual efforts can impact the project's performance and profitability. The program has been designed to promote, recognize and reward the following:

- World-class project execution
- Employees willing to be based on project sites
- Passionate safety focus
- Creative value awareness
- Effective change management
- Teamwork

Results-Based Approach

This is a 100% gain sharing program which is funded solely by improvements in project earnings beyond as-sold estimates. The basis for the bonus is developed by measuring improvements in the contract gross profit (GP) at the completion of the project. A "Bonus Pool" is established as a percent of the increased GP. This percent ranges from zero percent (0%) up to a maximum of sixteen percent (16%) depending on saving thresholds. Change Orders are assumed to bear profit at as-sold levels – thus, any changes sold at greater than as-sold margins will also contribute to the bonus pool. Cost savings from improvements in project execution will also contribute to the bonus pool. In fact, the greatest opportunity for improvements in GP will result from site execution savings driven by the strong planning and management efforts of the project team. The resultant savings from improved execution drop directly into the bonus base.

FILED DATE: 5/6/2020 5:02 PM 2020L005023



InterCompany Memo

PERSONAL AND CONFIDENTIAL

Key Project Team Members

Participants in the program are selected from key project team members who have the capacity to meaningfully impact project performance. Selected participants are individually weighted in the program to reflect management's assessment of their respective ability to impact the profitability of the project.

Safety Focus

Promoting CB&I's core value to provide a safe work environment, the program rewards good safety results relative to stated CBI goals as specified on the Bonus Input Sheet. Good safety performance is **assumed**, therefore, poor safety results will negatively impact the bonus "pool". To reinforce the desired emphasis, the impact of safety performance is calculated and presented separately on the Bonus Pool Calculation Sheet.

Value Awareness

One effective means to improve project performance is to identify and implement *Lessons Learned* concepts. This program rewards "creative thinking" among the key project team members. Again, any resultant savings or GP improvement from increased revenue drops directly into the bonus pool.

Change Management

Another effective means to improving GP is through contract change management. Contract changes resulting from effective change management present us with an opportunity for PM's to improve project profitability by increasing the markup from the "as-sold" level. This bonus program promotes effective change management by including GP greater than "as-sold" GP in the bonus pool.

Teamwork

This program establishes a common set of goals and objectives for key project team members. Working in a coordinated and focused manner with these goals in sight, the team is poised with the best opportunity for overall project success.

I am available to discuss this program and these projects with you at your convenience.

Sincerely,

Cesar Canals
President
Steel Plate Structures

Approved by:

Philip Asherman, President & CEO, CB&I

Date: 10-16-14

Attachment A

Attachment A

	Region	Contract	Location	CUSTOMER	Project Manager /	Original Amount	Unpaid PCS Amount	Bonus Potential
1	Asia-Pacific	159746	Huilai Jieyang City			182.7 MM	3.0 MM	10%
2	Australia	170596	New Castle, AU			\$230.3 MM	17.0 MM	6%
3		171790	Darwin, AU			82.8 MM	2.2 MM	4%
4	EAME	182200 182505	Jizan, KSA		Jerry Mansel	139.4 MM	4.0 MM	12%
5		178248	Al Jubail, KSA			116.6 MM	1.5 MM	5%
6	CSA	186155	Arequipa, Peru			19.5	1.0 MM	6%
7		189256	La Cuenca & La Troncal, Ecuador			19.2 MM	1.0 MM	6%
8		186573	Paramaribo, Suriname			20.7 MM	1.0 MM	6%
9		185320	Chorillo, Ecuador			28.7MM	3.8 MM	10%
10	USA	192583	Beaumont, TX			49.5 MM	3.0 MM	6%

TABLE 1

Bonus Calculation

PRELIMINARY REPORT

Contract No. 90182200 / 99184505
 Project Description (7) DQFRs and (11) Spheres
 Customer PSAL for Aramco
 Location Jazan, Saudi Arabia
 Duration of Project 36 Months

Revision No. 0
 Revision Date 25-Aug-14

BONUS POOL CALCULATION:

Actual Profitability Performance:		\$2,775,000	Bonus Base
Performance Factor	10.00%	\$277,500	
		\$225,000	Pre-approved Bonus
		\$502,500	Bonus Pool
Management Factor (Add or Deduct):		100.00%	\$0
Actual Safety Reduction Performance Factor:		-1.00%	(\$5,025)
Total Bonus Pool		\$497,475	

Individual Bonus Calculation:		Profitability Impact Weight	Weighted JDE Wages	Share of Bonus	Bonus Amount			
Name	Position				Maximum	Earned Share	Actual Pay Out	% of Wages
1 Jerry Mansell	Project Manager	1.00	\$ 932,757	41.1%	\$ 221,390	\$ 204,241	\$ 204,241	21.0%
2	Construction Manager	0.75	\$ 480,249	21.6%	\$ 163,416	\$ 107,347	\$ 107,347	16.4%
3	Site HSE Manager	0.50	\$ 95,243	3.5%	\$ 35,100	\$ 18,685	\$ 18,685	10.0%
4	Site QC Manager-Tanks	0.50	\$ 19,815	0.9%	\$ 10,899	\$ 4,120	\$ 4,120	10.0%
5	Site QC Manager-Spheres	0.50	\$ 38,769	1.8%	\$ 19,590	\$ 8,715	\$ 8,715	10.0%
6	Procurement Manager	0.25	\$ 8,788	0.3%	\$ 26,002	\$ 1,488	\$ 1,488	5.6%
7	General Superintendent	0.75	\$ 399,050	17.6%	\$ 159,620	\$ 87,378	\$ 87,378	16.4%
8	Project Controls Manager	0.50	\$ 79,837	3.5%	\$ 31,684	\$ 17,533	\$ 17,533	10.0%
9	CS #1	0.50	\$ 43,981	1.9%	\$ 26,732	\$ 9,632	\$ 9,632	10.0%
10	Commercial Manager	0.50	\$ 43,354	1.9%	\$ 26,732	\$ 9,493	\$ 9,493	10.0%
11	Camp Manager	0.25	\$ 22,731	1.0%	\$ 18,720	\$ 4,977	\$ 4,977	5.6%
12	CS #2	0.50	\$ 28,007	1.1%	\$ 24,338	\$ 5,695	\$ 5,695	10.0%
13	TBD CS #3	0.50	\$ 50,868	2.2%	\$ 28,208	\$ 11,099	\$ 11,099	10.0%
14	TBD CS #4	0.50	\$ 32,537	1.4%	\$ 24,330	\$ 7,124	\$ 7,124	10.0%
15	-	0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
16	-	0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
17	-	0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
18	-	0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
19	-	0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
20	-	0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
21	-	0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
22	-	0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
ADD ADDITIONAL ROWS HERE		0.00	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
Totals		7.50	\$ 2,271,834	100.0%	\$ 823,978	\$ 497,475	\$ 497,475	18.2%

Share of Bonus = (Individual's Wages per JDE * Profitability Impact Weighting) / Total Weighted Wages

Maximum Bonus = Yearly Salary at Bonus Calculation Time * Max Factor

Max Factor = 80%

Except:

When DC Savings > \$1,500,000 then the Proj Mgr will Max out at

125%

Profitability Impact Weighting = Management judgment as to Team member's relative ability to impact profitability

Safety Impact = Perfect Performance get no deducts. Anything south of perfect generates increasingly negative deducts

Management Factor = Topside Management Adjustment - applied to recognize factors not quantified in this worksheet.

Comments:

		Issued
		Preliminary <input checked="" type="checkbox"/>
		Final <input type="checkbox"/>

Project Manager _____
 VP Operations _____
 Sr. VP Operations *[Signature]*
 Business Unit President *[Signature]*

Date _____

Date _____

Date 14-Oct-2014

Date 10/14/14

EXHIBIT 2

FILED
5/6/2020 5:02 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL

2020L005023

FILED DATE: 5/6/2020 5:02 PM 2020L005023

13232 S. Bayberry Lane
Plainfield, IL 60544

January 9, 2020

Mr. Cesar Canals
Global Vice President
Product Executive CB&I Storage Tank Solutions
2013 Research Forest Drive
The Woodlands, TX 77380

Re: Jazan Project Personnel Incentive

Dear Cesar,

Please refer to the enclosed letter, dated October 22, 2014, with which you secured approval of the SPS Project Personnel Incentive Plans for ten CB&I projects. As noted in Table 1, I was the Project Manager for 182200/184505, seven DDFRTs and eleven spheres for PSAL at the new ARAMCO refinery in Jazan, Saudi Arabia. My participation in this project began with the pre-contract efforts in early 2013, and I retired as we reached substantial completion in April 2017.

Because of delays and repairs related to excessive settlement of the customer's foundations, 182200 was not closed out until 2019. I have remained in contact with many of my Project Team members, and I was happy to learn that the PMT bonuses were distributed in December. However, I understand my portion of the bonus will not be paid because I am no longer with the Company. I am not aware of any Company policy that supports this exclusion.

I would greatly if you would review this issue and inform me of the resolution. I can be reached by mail at the address above or by email at jerry.mansell@att.net.

Sincerely,

Jerry Mansell